

Terms of Use and Privacy Statement

The Deakin “University Talk” Online Community (the **Site**) is an official website of Deakin University (ABN 56 721 584 203) (“**Deakin**”, “**us**” or “**we**”). If you join the Site, you are agreeing to be bound by the Terms of Use (**the Terms of Use**) and understand that we may collect, use, disclose and manage your personal information as set out in the Privacy Statement below. The Terms of Use and Privacy Statement are important. You should read, and make sure that you understand them, before using this Site.

Terms of Use

1. Account Information

- 1.1 When you join the Site you are required to create a user account (your “**User Account**”). You agree that any such information provided in connection with your User Account will always be correct, complete, and current. Should your personal or contact details change, you must update the information held in your User Account.
- 1.2 To use this Site, you must be 16 years of age or older.
- 1.3 You will be responsible for all activities that occur under your User Account and therefore you agree to keep your password confidential. You agree to notify us immediately of any unauthorized use of your User Account or if the security of your User Account has been compromised.

2. Site Rules and Standards of Behaviour

- 2.1 You must treat other users of the Site and Deakin staff with respect at all times.
- 2.2 You must comply with the [Site Rules](#).
- 2.3 Deakin reserves the right to remove individual posts or to terminate or suspend your access to the Site if you fail to comply with this clause.

3. Intellectual Property

- 3.1 The material available on this Site, including forums, surveys, the software, design, text and graphics comprised in this Site, and the selection and layout of this Site is either owned by or licensed to us, and is protected by copyright under the laws of Australia and other countries.
- 3.2 You may not copy, frame, publish, publicly perform, communicate, adapt, sell or sublicense any of the material on this Site, except as permitted by statute or with our prior written consent.
- 3.3 By submitting content to a forum, you:

- (a) grant us a perpetual, royalty-free, non-exclusive, irrevocable, worldwide licence to use, copy, publish, publicly perform, communicate, edit, analyse and adapt that Content, and to sublicense those rights;
- (b) agree to comply with the Site Rules; and
- (c) agree to the public disclosure of that content.

3.4 The licence granted by you to us will survive the termination of this agreement for any reason.

4. Disclaimer

4.1 Deakin has taken all reasonable measures to ensure that material contained on this Site is correct. However, Deakin gives no warranty and accepts no responsibility for the accuracy or the completeness of the material; no reliance should be made by any user on the material as it may not be error free. The user should inform himself or herself sufficiently with respect to the accuracy of the material. Deakin reserves the right at any time to make changes, as it deems appropriate.

4.2 Deakin provides external links as a service to users of this Site. In providing an external link Deakin does not accept responsibility for or endorse the content or condition of any linked site.

4.3 Deakin shall not be responsible for any loss, damage or personal injury arising out of or in connection with the use of the Site.

4.4 This clause shall survive the termination of your User Account or your access to or use of the Site.

5. Moderating of Forums

Deakin may, from time to time, moderate the forum and will remove posts that, at its sole discretion, are inappropriate, offensive, unlawful or breach the Rules of the Site. However, Deakin will not be continuously moderating the Site and is not responsible for user-posted content.

6. Editing and terminating your Account

6.1 You may edit your own User Account at any time. At your request, you may request that Deakin or the Site administrator, Vision Critical Communications Pty Limited (**Site Administrator**), delete your User Account by clicking the “unsubscribe” link to cancel/disable your account. Information provided prior to the date you cancel/disable your account will remain available for any use or analysis by Deakin until no longer required, at which point it will be de-identified or securely destroyed.

7. General

7.1 The Terms of Use and your access to and use of the Site are governed by the laws of Victoria.

- 7.2 Any failure to strictly enforce any of the terms of these Terms of Use shall not be construed as a waiver of any provision or right. If any provision of these Terms of Use is held to be invalid or unenforceable, the remaining provisions of these Terms of Use will be enforced in accordance with their terms.

8. Modification of Terms

We may amend these Terms of use from time to time. If we do, we'll notify you via email and the updated Terms of Use will be accessible on the Site. Continued use of the Site following the amendment of such Policy shall indicate your acknowledgement of, and agreement to be bound by such changes.

Privacy Statement

1. Your Privacy

- 1.1 This Privacy Statement explains what information may be collected on the Site, how we use this information, and under what circumstances we may disclose the information to third parties.
- 1.2 We respect your privacy and are committed to protecting personally identifiable information provided to us by you through the Site. Deakin complies with the *Privacy and Data Protection Act 2014* (Vic) in its collection, use, disclosure and management of your Personal Information.

2. Collection of Personal Information

- 2.1 When you open a User Account, you are asked to provide the following information that identifies you (**Personal Information**):
- (a) username;
 - (b) gender;
 - (c) full name;
 - (d) date of birth;
 - (e) email address;
 - (f) address;
 - (g) telephone number; and
 - (h) where appropriate, level of education attained.
- 2.2 If you do not provide this information, you are not able to join the Site.

- 2.3 When you log in to your User Account and contribute to the Site, your IP address, the time and date of your login and logouts, the content you have provided and the parts of Site you accessed are recorded, stored and can be accessed by Deakin and/or the Site Administrator.
- 2.4 When you edit the personal information stored on your User Account, the content you have provided, time/date, and your username are also recorded, stored and can be accessed by Deakin and/or the Site Administrator.
- 3. What can other users see?**
- 3.1 Of the personal information provided by you to us and stored in your User Account, only your username will be visible to other users of the Site. We will not release any of your other personal information to other users on the Site.
- 3.2 Please exercise caution in posting your contact information or other personally identifiable information to the Site. Personal Information that you post to the Site can be seen and copied by other users and Deakin cannot control the use that other users may make of this information.**
- 4. Use and Disclosure of Personal Information**
- 4.1 The purpose of the Site is to provide a forum to assist Deakin in understanding the interests, needs, opinions, attitudes and motivations of current and prospective students and of individuals who engage with Deakin. In most cases these objectives can be met without using Personal Information about users.
- 4.2 Deakin will use your Personal Information to manage the Site, to invite you to participate in activities specific to your demographic, location or interests and for the purpose of analysing and interpreting the data collected by the Site in a de-identified state or at an aggregate level.
- 4.3 If you participate in a competition or draw associated with this Site, Deakin and/or the Site Administrator will use the personal information stored in your User Account to administer the competition and to notify you if you win a prize. If you win a prize, Deakin will also publish your name on the Site to assist us in contacting you for the purpose of claiming your prize.
- 4.4 Deakin will only disclose your Personal Information in very limited circumstances:
- (a) to its third party service providers;
 - (b) where required or authorised by law; or
 - (c) with your consent.
- 4.5 Deakin may amend this Privacy Statement from time to time. If we do, we will provide notification via email and the updated Privacy Statement will be accessible on the Site.

- 4.6 Deakin complies with the *Privacy and Data Protection Act 2014* (Vic) in its treatment of personal information. Users of the Site have a right to access their personal information held by the Online Community. Requests for access to personal information are managed under the *Freedom of Information Act 1982* (Vic).
- 4.7 Questions about privacy at Deakin may be directed to privacy@deakin.edu.au.